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REGISTER OF ACTIONS

CASE NO. C-0116-25-A

Franco Garza VS. Kimber Mfg. Inc., BPS Direct, LLC, Bass Pro Shops, Inc.
and Bass Pro Shops Outdoor World

§
§
§
§
§

Case Type: **Injury or Damage - Other
Product Liability (OCA)**
Date Filed: **01/07/2025**
Location: **92nd District Court**

PARTY INFORMATION

		Attorneys
Defendant	Bass Pro Shops Outdoor World	
Defendant	Bass Pro Shops, Inc.	
Defendant	BPS Direct, LLC	
Defendant	Kimber Mfg. Inc.	
Plaintiff	Garza, Franco	JACK IVEY <i>Retained</i> 713-225-0015(W)

EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS		
01/07/2025	Original Petition (OCA)		
01/09/2025	Citation		
	Kimber Mfg. Inc.	Served	01/10/2025
		Returned	01/14/2025
	BPS Direct, LLC	Served	01/13/2025
		Returned	01/15/2025
	Bass Pro Shops, Inc.	Served	01/10/2025
		Returned	01/14/2025
	Bass Pro Shops Outdoor World	Served	01/10/2025
		Returned	01/14/2025
01/09/2025	Citation Issued		
02/04/2025	Notice		
	<i>Plaintiff's First Amended Petition</i>		

FINANCIAL INFORMATION

	Plaintiff Garza, Franco		
	Total Financial Assessment		412.00
	Total Payments and Credits		412.00
	Balance Due as of 02/04/2025		0.00
01/08/2025	Transaction Assessment		404.00
01/08/2025	EFile Payments from	Receipt # DC-2025-000349	
	TexFile	Garza, Franco	(267.00)
01/08/2025	State Credit		(137.00)
02/04/2025	Transaction Assessment		8.00
02/04/2025	EFile Payments from	Receipt # DC-2025-001886	
	TexFile	Garza, Franco	(8.00)

CAUSE NO. **C-0116-25-A**

FRANCO GARZA,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
V.	§	HIDALGO COUNTY, TEXAS
	§	
KIMBER MFG. INC.;	§	
BPS DIRECT, LLC;	§	
BASS PRO SHOPS, INC.; AND	§	
BASS PRO SHOPS OUTDOOR WORLD,	§	
	§	
Defendants.	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, FRANCO GARZA, (hereafter referred to as “Plaintiff”), in the above-entitled and numbered cause, complaining of and against KIMBER MFG. INC.; BPS DIRECT, LLC; BASS PRO SHOPS, INC.; and BASS PRO SHOPS OUTDOOR WORLD (hereafter collectively referred to as “Defendants”), and for cause of action respectfully shows the Court the following:

NATURE OF ACTION

1. This case involves a Kimber Mako R7 handgun. Plaintiff FRANCO GARZA (“Plaintiff”) purchased the handgun manufactured by KIMBER MFG. INC. (“the handgun”). The handgun was sold by BPS DIRECT, LLC, BASS PRO SHOPS, INC., and BASS PRO SHOPS OUTDOOR WORLD located at 101 Bass Pro Drive, Harlingen, Hidalgo County, Texas. The handgun had a defective firing pin safety block that malfunctioned and injured Plaintiff’s right hand, whereby his index finger was amputated.

C-0116-25-A**PARTIES**

2. Plaintiff, FRANCO GARZA, is a resident of Brownsville, Cameron County, Texas.

3. Defendant, KIMBER MFG. INC., is a Delaware for profit corporation with its principal place of business in Troy, Alabama doing business in the State of Texas as defined by Section 17.042 Texas Civil Practice and Remedies Code, whereby Defendant (1) contracts by mail or otherwise with a Texas resident and either party is to perform the contract in whole or in part in this state; (2) commits a tort in whole or in part in this state; (3) recruits Texas residents, directly or through an intermediary located in this state, for employment inside or outside this state; or (4) by other acts that may constitute doing business. On information and belief, it does not have a registered agent for service of process. Accordingly, it is deemed to have appointed the Secretary of State of the State of Texas as its agent for service. Service may be had on this Defendant by serving the Secretary of State at:

**Secretary of State, Statutory Documents
1019 Brazos
Austin, Texas 78701**

for forwarding KIMBER MFG. INC. home office at:

**200 Industrial Boulevard
Troy, Alabama 36081**

4. Defendant, BPS DIRECT, LLC, is a foreign corporation, incorporated in the state of Delaware, duly authorized to do business in the State of Texas which may be served with process by serving its registered agent, **C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.**

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5. Defendant, BASS PRO SHOPS, INC., is a Delaware for profit corporation with its principal place of business in Springfield, Missouri, doing business in the State of Texas as defined by Section 17.042 Texas Civil Practice and Remedies Code, whereby Defendant (1) contracts by mail or otherwise with a Texas resident and either party is to perform the contract in whole or in part in this state; (2) commits a tort in whole or in part in this state; (3) recruits Texas residents, directly or through an intermediary located in this state, for employment inside or outside this state; or (4) by other acts that may constitute doing business. On information and belief, it does not have a registered agent for service of process. Accordingly, it is deemed to have appointed the Secretary of State of the State of Texas as its agent for service. Service may be had on this Defendant by serving the Secretary of State at:

**Secretary of State, Statutory Documents
1019 Brazos
Austin, Texas 78701**

for forwarding BASS PRO SHOPS, INC. home office at:

**2500 East Kearney Street
Springfield, Missouri 65898**

6. Defendant, BASS PRO SHOPS OUTDOOR WORLD , is an assumed name, pursuant to Tex. R. Civ. P. 28, of a partnership, unincorporated association, private corporation, or individual doing business in Harlingen, Hidalgo County, Texas and the State of Texas as defined by Section 17.042 Texas Civil Practice and Remedies Code, whereby Defendant (1) contracts by mail or otherwise with a Texas resident and either party is to perform the contract in whole or in part in this state; (2) commits a tort in whole or in part in this state; (3) recruits Texas residents, directly or through an intermediary located in this state, for employment inside or outside this state; or (4) by

C-0116-25-A

other acts that may constitute doing business. On information and belief, it does not have a registered agent for service of process. Accordingly, it is deemed to have appointed the Secretary of State of the State of Texas as its agent for service. Service may be had on this Defendant by serving the Secretary of State at:

**Secretary of State, Statutory Documents
1019 Brazos
Austin, Texas 78701**

for forwarding to BASS PRO SHOPS OUTDOOR WORLD's home office at:

**2500 East Kearney Street
Springfield, Missouri 65898**

7. Plaintiff reserves the right to join other Defendants as the same are revealed, if at all, through the ongoing discovery process. Further, Plaintiff specifically invokes the right to institute this suit against whatever entities or persons that were conducting business using the assumed or common name of "BASS PRO SHOPS OUTDOOR WORLD" with regards to the events described in this petition. Plaintiff expressly invokes his rights under Rule 28 of the Texas Rules of Civil Procedure to have the true name of these parties substituted at a later time on a motion by any party or on the Court's own motion.

JURISDICTION AND VENUE

8. The Court has jurisdiction over Defendants because Defendants are doing business in Hidalgo County, Texas. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court.

9. Venue is maintainable in Hidalgo County, Texas, as this cause of action accrued in Harlingen, Hidalgo County, Texas.

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10. As a direct and proximate result of Defendants placing the subject product into the stream of commerce, Plaintiff has suffered and will continue to suffer injuries including, without limitation, physical, mental and economic loss, pain and suffering, and will continue to experience such injuries indefinitely.

11. Plaintiff has incurred and will incur significant medical, hospital, monitoring, rehabilitative and pharmaceutical expenses.

12. At all times hereinafter mentioned, upon information and belief, Defendants were present and doing business in the State of Texas.

13. At all times hereinafter mentioned, upon information and belief, Defendants transacted, solicited and conducted business in the State of Texas, and derived substantial revenue from such business.

14. At all times hereinafter mentioned, upon information and belief, Defendants expected or should have expected that its acts would have consequences in the State of Texas.

FACTUAL ALLEGATIONS

15. Plaintiff, FRANCO GARZA, would show that on or about January 7, 2023, he purchased the handgun from Defendants. The handgun was designed, manufactured, and marketed by Defendant, KIMBER MFG. INC. Defendant was engaged in the business of renting, selling, and/or marketing handguns, but not limited to, the handgun which is the subject of this suit, to the general public throughout the United States as well as within the State of Texas.

16. Defendant, KIMBER MFG. INC., was engaged in the business of designing, manufacturing, marketing, and selling handguns including, but not limited to, the handgun which is the subject of this suit to the general public and corporations and/or other entities including

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Defendants, BPS DIRECT, LLC, BASS PRO SHOPS, INC., and BASS PRO SHOPS OUTDOOR WORLD (“collectively the Bass Pro Shops Defendants”).

17. On January 7, 2023, Plaintiff entered into a contract with the Bass Pro Shops Defendants, and the handgun was represented to be safe and free from latent defects. However, the handgun was inherently dangerous as designed, manufactured, and/or sold. Plaintiff took the gun home for personal use.

18. Some time later, Plaintiff was in his closet storing the firearm when it slipped from his hand and discharged when he tried to catch it. His finger was not on the trigger. Only thereafter did Plaintiff learn that the handgun was subject to a recall due to a quality issue with the firing pin safety block. As a direct and proximate result of the incident, Plaintiff sustained serious and permanent injuries for which he now sues whereby his right index finger was amputated. Plaintiff is right hand dominant and permanently impaired.

19. As a direct and proximate result of Defendants wrongful conduct, Plaintiff sustained and continues to suffer economic damages (including medical and hospital expenses), severe and permanent injuries, pain, suffering and emotional distress. As a result, Plaintiff has sustained and will continue to sustain damages in an amount to be proven at trial.

COUNT 1 - NEGLIGENCE

20. Plaintiff repeats and reiterates the allegations previously set forth herein.

21. At all times material hereto, Defendants had a duty to exercise reasonable care to consumers, including Plaintiff, in the design, development, manufacture, testing, inspection, packaging, promotion marketing, distribution, labeling and/or sale of the subject product.

22. Defendants breached their duty of reasonable care of to Plaintiff in that Defendants

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negligently designed, developed, manufactured, tested, inspected, packaged, promoted, marketed, distributed, labeled, and/or sold the subject product.

23. Plaintiff's injuries and damages, as alleged herein, were and are the direct and proximate result of the carelessness and negligence of Defendants in the following particulars, which are listed by way of illustration and not limitation:

- a. In failing to warn of the hazard and unreasonable danger of the handgun when it was foreseeable that someone would sustain injuries such as plaintiff's injuries;
- b. In failing to exercise ordinary care, including the duty to protect and safeguard plaintiff when they knew or should have known the handgun was defective;
- c. In designing, manufacturing, and marketing the faulty and defective handgun;
- d. In supplying and/or selling the faulty and defective product which could harm the general public and, more specifically, Plaintiff;
- e. In failing to properly test the handgun for defects; and,
- f. In failing to properly inspect the handgun for defects.

Each of the above-mentioned acts or omissions, whether taken singularly or in combination, were the proximate cause of the injuries suffered by Plaintiff and damages as described below.

24. Defendants knew or should have known that consumers such as Plaintiff would foreseeably suffer injury as a result of Defendants' failure to exercise reasonable and ordinary care.

25. The injuries sustained by Plaintiff were caused by or were contributed to by Defendants' negligence, recklessness and conscious disregard for the safety of the consumers and the public, including Plaintiff, on the part of Defendants in the design, development, manufacture, testing, inspection, packaging, promotion, marketing, distribution, labeling, and/or sale of the subject

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product as being safe and effective for the purposes intended and by inducing the public, including Plaintiff, to believe that the subject product was safe and effective for its intended purposes.

26. As a proximate result of the aforementioned negligence of Defendants, Plaintiff suffered personal injuries and harm, was required to pay for necessary healthcare, attention and services, along with incidental and related expenses, require medical monitoring and will be required to pay for additional necessary healthcare; attention and services, along with additional incidental and related expenses to monitor Plaintiff's condition.

27. As alleged herein, as a direct and proximate result of Defendants' negligence and wrongful conduct, and the unreasonably dangerous and defective characteristics of the subject product, Plaintiff suffered severe and permanent physical injuries and has endured substantial pain and suffering, including but not limited to a revision surgery. Plaintiff incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff also suffered a loss of future economic opportunity. Plaintiff has been physically and emotionally and economically injured. Plaintiff's injuries and damages are permanent and will continue into the future. Plaintiff seeks actual damages from Defendants, as alleged herein.

COUNT 2 - STRICT LIABILITY

28. Plaintiff repeats and reiterates the allegations previously set forth herein.

29. Defendants designed, developed, manufactured, tested, packaged, advertised, promoted, marketed, distributed, labeled and/or sold the subject product in a condition which rendered it unreasonably dangerous due to its propensity to fail.

30. The subject product manufactured and/or supplied by Defendants was defective in its manufacture or construction in that, when it left the hands of Defendants, it deviated in a material

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way from Defendants' manufacturing performance standards and/or it differed from otherwise identical products manufactured to the same design standards.

31. The subject product manufactured and/or supplied by Defendants was defective in design in that, when it left the hands of Defendants, the foreseeable risks exceeded the benefits associated with the design and/or its manufacturing.

32. Alternatively, the subject product supplied by Defendants was defective in design in that it was more dangerous than an ordinary consumer would expect when used in its intended or reasonably foreseeable manner.

33. The subject product was defective and unreasonably dangerous when it left the possession of Defendants in that it contained warnings insufficient to alert consumers, including Plaintiff, of the dangerous risk and reactions associated with the subject product, notwithstanding Defendants knowledge of such risks and reactions.

34. The aforementioned defects existed when Defendants placed the subject product into the stream of commerce.

35. Plaintiff's injuries and damages alleged herein were a proximate result of these defects.

36. By engaging in the aforesaid conduct, Defendants are strictly liable to Plaintiff.

37. As alleged herein, as a direct and proximate result of Defendants' negligence and wrongful conduct, and the unreasonable dangerous and defective characteristics of the subject product, Plaintiff suffered severe and permanent physical injuries and has endured substantial pain and suffering. Plaintiff incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff suffered and will continue to suffer economic

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loss, and has otherwise been physically, emotionally and economically injured. Plaintiff's injuries and damages are permanent and will continue into the future. Plaintiff seeks actual damages from Defendants, as alleged herein.

COUNT 3 - BREACH OF EXPRESS WARRANTY

38. Plaintiff repeats and reiterates the allegations previously set forth herein.

39. Defendants expressly warranted to Plaintiff that the subject product was safe and fit for use by consumers and users for its intended purpose, that it was of merchantable quality, that it did not produce any dangerous side effects, and that it was adequately tested and fit for its intended use.

40. At the time of the making of the express warranties, Defendants knew or should have known of the purpose for which the subject product was to be used and warranted the same to be, in all respects, fit, safe, and effective and proper for such purpose.

41. At the time of the making of the express warranties, Defendants knew or should have known that, in fact, said representations and warranties were false, misleading, and untrue. In that the subject product was not safe and fit for its intended use and, in fact, produces serious injuries to the user.

42. Plaintiff rented and used the subject product for its intended purpose.

43. Plaintiff relied on Defendants' express warranties.

44. Defendants breached said express warranties in that the subject product was not safe and fit for its intended use and, in fact, caused debilitating injuries.

45. As alleged herein, as a direct and proximate result of Defendants' breach of express warranty, Plaintiff suffered severe and permanent physical injuries and has endured substantial pain

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and suffering. Plaintiff has incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Plaintiff has lost past earnings and has suffered a loss of earning capacity. Plaintiff has suffered and will continue to suffer economic loss, and has otherwise been physically emotionally and economically injured. Plaintiff's injuries and damages are permanent and will continue into the future. Plaintiff seeks actual damages from Defendants, as alleged herein.

COUNT 4 - BREACH OF IMPLIED WARRANTIES

46. Plaintiff repeats and reiterates the allegations previously set forth herein.

47. Defendants designed, manufactured, marketed, distributed, supplied and sold the subject product.

48. At the time that Defendants manufactured, marketed, distributed, supplied, and/or sold the subject product, it knew of the use for which the subject product was intended and impliedly warranted it to be of merchantable quality and safe and fit for such use. Plaintiff rented and used the subject product for its intended purpose.

49. Due to Defendants' wrongful conduct, as alleged herein, Plaintiff could not have known about the nature of the risks and side effects associated with the subject product until after Plaintiff used it.

50. Contrary to the implied warranty for the subject product, the subject product was not of merchantable quality and was not safe or fit for its intended uses and purposes.

51. As a direct and proximate result of Defendants' breach of implied warranty, Plaintiff suffered severe and permanent physical injuries and has endured substantial pain and suffering. Plaintiff incurred significant expenses for medical care and treatment, and will continue to incur such

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expenses in the future. Plaintiff suffered and will continue to suffer economic loss, and has otherwise been physically, emotionally and economically injured. Plaintiff's injuries and damages are permanent and will continue into the future. Plaintiff seeks actual damages from Defendants, as alleged herein.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that citations be issued and be served upon Defendants in the form and manner prescribed by law, requiring that Defendants appear and answer herein and that upon final hearing hereon, Plaintiff have judgment against Defendants for the following:

- (1) monetary relief over \$1,000,000;
- (2) pre-judgment interest at the maximum legal rate;
- (3) post-judgment interest at the maximum legal rate;
- (4) costs of court; and,
- (5) any and all relief, be it general or special, at law or in equity to which Plaintiff may be justly entitled.

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Respectfully submitted,

IVEY LAW FIRM, P.C.

/s/ **Jack Todd Ivey**

Jack Todd Ivey

State Bar No. 00785985

11111 Katy Freeway, Suite 1006

Houston, Texas 77079

713/225-0015 (Telephone)

713/225-5313 (Facsimile)

Email: contact@iveylawfirm.com

ATTORNEYS FOR PLAINTIFF

C-0116-25-A
92ND DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION
THE STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served with this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

BPS DIRECT, LLC
REGISTERED AGENT
C T CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** on or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the **Honorable Luis M. Singleterry, 92nd District Court** of Hidalgo County, Texas at the Courthouse at 100 North Closner, Edinburg, Texas 78539.

Said petition was filed on this the 7th day of January, 2025 and a copy of same accompanies this citation. The file number and style of said suit being C-0116-25-A, **FRANCO GARZA VS. KIMBER MFG. INC., BPS DIRECT, LLC, BASS PRO SHOPS, INC. AND BASS PRO SHOPS OUTDOOR WORLD**

Said Petition was filed in said court by Attorney JACK IVEY, 11111 KATY FREEWAY, SUITE 1006 HOUSTON, TEXAS 77079.

The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at Edinburg, Texas on this the 9th day of January, 2025.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS



PERLA VARGAS, DEPUTY CLERK



C-0116-25-A
OFFICER'S RETURN

Came to hand on _____ of _____, 202____ at _____ o'clock _____.m. and executed in _____ County, Texas by delivering to each of the within named Defendant in person, a true copy of this citation, upon which I endorsed the date of delivery to said Defendant together with the accompanying copy of the _____ (petition) at the following times and places, to-wit:

NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,
CONSTABLE OR CLERK OF THE COURT**

In accordance to Rule 107, the officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return must either be verified or be signed under the penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is _____, my date of birth is _____ and the address is _____, and I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED in _____ County, State of Texas, on the _____ day of _____, 202____.

Declarant"

If Certified by the Supreme Court of Texas
Date of Expiration / PSC Number

CAUSE NO. C-0116-25-A
92ND DISTRICT COURT JUDICIAL DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION
THE STATE OF TEXAS

FRANCO GARZA
VS.
KIMBER MFG. INC., BPS DIRECT, LLC, BASS PRO SHOPS, INC. AND BASS PRO SHOPS
OUTDOOR WORLD

SECRETARY OF STATE
STATUTORY DOCUMENTS
1019 BRAZOS
AUSTIN TX 78701

IN TURNFOWARDING TO:
BASS PRO SHOPS, INC
2500 EAST KEARNEY STREET
SPRINGFIELD, MISSOURI 65898

You are hereby commanded to appear by filing a written notice answer to the **ORIGINAL PETITION AND NOTICE OF SEIZURE AND INTENDED FORFEITURE** on or before 10:00 o'clock on the Monday next after the expiration of **TWENTY (20)** days after the date of service hereof, before the Honorable 92ND DISTRICT COURT of Hidalgo County, Texas as the Courthouse, 100 North Closner, Edinburg, Texas. Said **ORIGINAL PETITION AND NOTICE OF SEIZURE AND INTENDED FORFEITURE** filed on the 01/07/2025 .A.D. A copy of the same accompanies this citation. The file number and style of said suit is:

C-0116-25-A
Franco Garza
VS.

Kimber Mfg. Inc., BPS Direct, LLC, Bass Pro Shops, Inc. and Bass Pro Shops Outdoor World

Said petition was filed in said Court by Honorable JACK IVEY, Assistant District Attorney, Hidalgo County Courthouse. The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part thereof. The Officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and Given under my hand and seal of said Court, at Edinburg, Texas on this the 9th day of January, 2025.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS


PERLA VARGAS, DEPUTY CLERK



NOTICE: YOU HAVE BEEN SUED, YOU MAY EMPLOY AN ATTORNEY, IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. O THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY (20) DAYS AFTER WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

C-0116-25-A

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NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY/CONSTABLE

CAUSE NO. C-0116-25-A
92ND DISTRICT COURT JUDICIAL DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION
THE STATE OF TEXAS

FRANCO GARZA
VS.
KIMBER MFG. INC., BPS DIRECT, LLC, BASS PRO SHOPS, INC. AND BASS PRO SHOPS
OUTDOOR WORLD

SECRETARY OF STATE
STATUTORY DOCUMENTS
1019 BRAZOS
AUSTIN TX 78701

IN TURNFOWARDING TO:
BASS PRO SHOPS OUTDOOR WORLD'S
2500 EAST KEARNEY STREET
SPRINGFIELD, MISSOURI 65898

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Issued and Given under my hand and seal of said Court, at Edinburg, Texas on this the 9th day of January, 2025.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS


PERLA VARGAS, DISTRICT CLERK



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C-0116-25-A

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NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY/CONSTABLE

CAUSE NO. C-0116-25-A
92ND DISTRICT COURT JUDICIAL DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION
THE STATE OF TEXAS

FRANCO GARZA
VS.
KIMBER MFG. INC., BPS DIRECT, LLC, BASS PRO SHOPS, INC. AND BASS PRO SHOPS
OUTDOOR WORLD

SECRETARY OF STATE
STATUTORY DOCUMENTS
1019 BRAZOS
AUSTIN TX 78701

IN TURNFOWARDING TO:
KIMBER MFG. INC.
200 INDUSTRIAL BOULEVARD
TROY, ALABAMA 36081

You are hereby commanded to appear by filing a written notice answer to the **ORIGINAL PETITION AND NOTICE OF SEIZURE AND INTENDED FORFEITURE** on or before 10:00 o'clock on the Monday next after the expiration of **TWENTY (20)** days after the date of service hereof, before the Honorable 92ND DISTRICT COURT of Hidalgo County, Texas as the Courthouse, 100 North Closner, Edinburg, Texas. Said **ORIGINAL PETITION AND NOTICE OF SEIZURE AND INTENDED FORFEITURE** filed on the 01/07/2025 .A.D. A copy of the same accompanies this citation. The file number and style of said suit is:

C-0116-25-A
Franco Garza
VS.

Kimber Mfg. Inc., BPS Direct, LLC, Bass Pro Shops, Inc. and Bass Pro Shops Outdoor World

Said petition was filed in said Court by Honorable JACK IVEY, Assistant District Attorney, Hidalgo County Courthouse. The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part thereof. The Officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and Given under my hand and seal of said Court, at Edinburg, Texas on this the 9th day of January, 2025.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS



PERLA VARGAS, DEPUTY CLERK



NOTICE: YOU HAVE BEEN SUED, YOU MAY EMPLOY AN ATTORNEY, IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. O THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY (20) DAYS AFTER WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

C-0116-25-A

OFFICER'S RETURN

Came to hand on _____ of _____, 201____ at _____ o'clock _____.m. and executed in _____ County, Texas by delivering to each of the within named Defendant in person, a true copy of this citation, upon which I endorsed the date of delivery to said Defendant together with the accompanying copy of the _____ (petition) at the following times and places, to-wit:

NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
miles\$ _____

DEPUTY/CONSTABLE